

**REMARKS**

**I. Formalities**

Applicant thanks the Examiner for acknowledging the claim for foreign priority and confirming receipt of the certified copy of the priority document filed on September 6, 2000.

Applicant thanks the Examiner for initialing and returning copies of the forms PTO-1449 submitted with the Information Disclosure Statements (“IDS”) filed on September 6, 2000, December 19, 2000, and March 6, 2002. However, the Examiner failed to initial the last reference cited in the PTO-1449 form submitted with the IDS filed on March 6, 2002.

Applicants respectfully request that the Examiner sign the aforementioned PTO 1449 Form, initial all the references cited therein, and return it along with the next office paper.

In addition, the Examiner did not indicate whether the Formal Drawings filed on September 6, 2000 have been accepted. Applicant respectfully requests that the Examiner acknowledge and approve the aforementioned Formal Drawings.

**II. Status of the Application**

By the present amendment, claim 9 is hereby added to more fully cover various implementations of the invention. Claims 1-9 are all the claims pending in the Application, with claims 1-3 and 5 being in independent form. Claims 1-8 have been rejected.

The present amendment addresses each point of objection and rejection raised by the Examiner. Favorable reconsideration is respectfully requested.

### III. Claim Rejections - 35 U.S.C. § 102

The Examiner rejected claim 1 under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 6,064,764 to Bhaskaran et al. (hereinafter "Bhaskaran"). Applicant respectfully traverses this rejection for *at least* the reasons stated below.

According to the MPEP, "a claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." MPEP § 2131. Applicant respectfully submits that claim 1 positively recites limitations which are not disclosed (or suggested) by Bhaskaran.

Independent claim 1 requires (among other things):

a transmitting device which transmits the  
secret key from an external recording medium.

The Examiner alleges that column 8, lines 44-65 of Bhaskaran teaches transmitting stored software for the watermarking techniques, and that this corresponds to a transmitting device as required by Applicant's claim 1. Applicants respectfully disagree with the Examiner.

Bhaskaran fails to disclose (or suggest) "a transmitting device which transmits the secret key from an external recording medium," as required by claim 1. In contrast to the requirements of claim 1, Bhaskaran discloses that the processing block 24 applies a digital scanning algorithm  $S$ , and a secret key  $K_s$ , to a computed hash value  $H$  in order to compute an  $m$ -bit watermark  $W = S(H, K_s)$ . Furthermore, Bhaskaran discloses that the storage devices 207 and 210, which are external to the digital camera 20, transfer software for the watermarking techniques to the CPU 31 for execution. However, Bhaskaran fails to disclose or suggest that the secret key  $K_s$  is transmitted from the storage devices 207 and 210, in addition to the watermarking software. In

fact, Bhaskaran provides no suggestion whatsoever regarding any sort of transmitting device which transmits the secret key  $K_s$  from an external recording medium, as required by claim 1.

Thus, Applicant respectfully submits that independent claim 1 is not anticipated by (i.e. is not readable on) Bhaskaran for *at least* these reasons. Thus, Applicant respectfully requests that the Examiner withdraw this rejection.

#### **IV. Claim Rejections - 35 U.S.C. § 103**

The Examiner has rejected claims 2, 5, 7, and 8 under 35 U.S.C. § 103(a) as being obvious over Bhaskaran in view of U.S. Patent No. 5,606,609 to Houser et al. (hereinafter “Houser”). The Examiner has also rejected claims 3 and 4 under 35 U.S.C. § 103(a) as being obvious over Bhaskaran in view of U.S. Patent No. 6,216,228 to Chapman et al. (hereinafter “Chapman”). Finally, the Examiner has rejected claim 6 under 35 U.S.C. § 103(a) as being obvious over Bhaskaran, in view of Houser, and further in view of Chapman.

Applicant notes that each of the above rejections relies on Bhaskaran as a primary reference. However, Applicant respectfully submits that Bhaskaran is not available as a reference and requests that the Examiner reconsider and withdraw these rejections based, in part, on Bhaskaran in view of the following remarks.

Bhaskaran is only available as a reference as of its filing date under 35 U.S.C. §102(e). Since the present invention and Bhaskaran were commonly owned at the time of the making of the present invention, Bhaskaran is not available as prior art under §103(c). Due to the filing date of the instant application, September 6, 2000, the instant application is an application to which the newly amended 35 U.S.C. §103(c) applies.

Seiko Epson Corporation is the assignee of Bhaskaran (U.S. Patent 6,071,201) by virtue of an Assignment from all of the inventors thereof executed on July 21, 1998 and filed with the USPTO on July 22, 1998 (copy enclosed). Seiko Epson Corporation is also the assignee of the above-captioned U.S. Application No. 09/656,215 by virtue of an Assignment from all of the inventors thereof executed on October 2, 2000 and filed with the USPTO on December 29, 2000 (copy enclosed).

The undersigned hereby represents that Bhaskaran and the claimed invention were, at the time the invention of the instant application was made, owned or subject to an obligation of assignment to Seiko Epson Corporation.

In view of the above, it is respectfully submitted that Bhaskaran is not available as art under 35 U.S.C. §103 and it is requested that the rejections of claims 2-8 under 35 U.S.C. §103(a) be reconsidered and withdrawn for *at least* these reasons.

#### **IV. Conclusion**

In view of the above, reconsideration and allowance of this application are now believed to be in order, and such actions are hereby solicited. If any points remain in issue which the Examiner feels may be best resolved through a personal or telephone interview, the Examiner is kindly requested to contact the undersigned at the telephone number listed below.

Amendment Under 37 C.F.R. § 1.111  
U.S. Serial No. 09/656,215

Attorney Docket No.: Q60744

The USPTO is directed and authorized to charge all required fees, except for the Issue Fee and the Publication Fee, to Deposit Account No. 19-4880. Please also credit any overpayments to said Deposit Account.

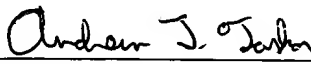
Respectfully submitted,

SUGHRUE MION, PLLC  
Telephone: (202) 293-7060  
Facsimile: (202) 293-7860

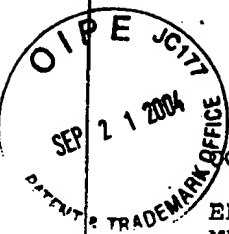
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**23373**

CUSTOMER NUMBER

  
Andrew J. Taska  
Registration No. 54,666

Date: September 21, 2004



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OCTOBER 20, 1998

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EPSON RESEARCH AND DEVELOPMENT INC.  
MICHAEL T. GABRIK  
INTELLECTUAL PROPERTY DEPARTMENT  
225 BAYPOINTE PARKWAY  
SAN JOSE, CALIFORNIA 95134



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RECORDATION DATE: 07/27/1998

REEL/FRAME: 9349/0285

NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

## ASSIGNOR:

EPSON RESEARCH AND DEVELOPMENT,  
INC.

DOC DATE: 07/21/1998

## ASSIGNEE:

SEIKO EPSON CORPORATION  
4-1 NISHISHINJUKU 2-CHOME,  
SHINJUKU-KU  
TOKYO, JAPAN


SERIAL NUMBER: 09052041

FILING DATE: 03/30/1998

PATENT NUMBER:

ISSUE DATE:

DOROTHY RILEY, PARALEGAL  
ASSIGNMENT DIVISION  
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Form PTO-1595 1-31-92 <b>72798</b> 100779626		08-03-1998  100779626		RECEIVED U.S. Department of Commerce Patent and Trademark Office JUL 27 1998 AP050TP	
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Total number of pages including cover sheet, attachments and document:					3

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ASSIGNMENT

Corporate

EPSON RESEARCH AND DEVELOPMENT, INC., a California corporation, having a principal place of business at 225 Baypointe Parkway, San Jose, CA 95134-1627 (hereafter the "Assignor"), is the owner by respective Assignment of United States Patent Application identified below (hereafter sometimes called the "Patent Application").

SEIKO EPSON CORPORATION, a corporation of Japan, having a place of business at 4-1 Nishishinjuku 2-chome, Shinjuku-ku Tokyo, Japan (hereafter the "Assignee"), desires to acquire all of the rights to the Patent Application and all inventions described and claimed therein.

THEREFORE, in consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to it, Assignor hereby sells and assigns to the Assignee the entire right, title and interest in and to the Patent Application identified below, and all inventions described and claimed therein, in any and all Letters Patent therefor, and in any and all reissues, extensions, renewals, reexaminations, divisions and continuations of such applications or Letters Patent to the full end of the term or terms for which such Letters Patent issue, such entire right, title and interest to be held and enjoyed by the above-named Assignee the same as they would have been held and enjoyed by the Assignor had this Assignment and sale not been made.

<u>ERD</u> <u>Case No.</u>	<u>U. S. Serial</u> <u>No.</u>	<u>U. S. Filing Date</u>	<u>Title</u>
AP050TP	09/052,041	March 30, 1998	Fragile Watermarks For Detecting Tampering In Images

By its undersigned representative, the Assignor agrees

a. to execute all papers necessary in connection with the Patent Application and any continuing, divisional, reissue, reexamination or corresponding application thereof and also to execute separate Assignment in connection with such application as the Assignee may deem necessary or expedient;

b. to execute all papers necessary in connection with any interference which may be declared concerning the Patent Application or any continuation, division, reissue or reexamination thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference; and



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09/052,041

Corporate Assignment

c. to perform all affirmative acts which may be necessary to obtain a grant of a valid United States patent to the Assignee on any of the Patent Application and on any continuation, division, reissue or reexamination of any of the Patent Application.

The Assignor hereby covenants that it has the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict therewith.

EPSON RESEARCH AND DEVELOPMENT, INC., a California corporation, certifies that it is the Assignee of the entire right, title and interest in the Patent Application identified above by virtue of Assignment from the inventors of the Patent Application identified above. Assignment to be recorded in the Patent and Trademark Office as identified below.

<u>ERD</u> <u>Case No.</u>	<u>U. S. Serial</u> <u>No.</u>	<u>Assignment Execution Date</u>
AP050TP	09/052,041	March 27, 1998 and March 27, 1998, respectively.


The undersigned has reviewed the documents in the Patent Application identified above and, to the best of undersigned's knowledge and belief, title is in the Assignor identified above.

The undersigned is empowered to sign this certificate on behalf of the Assignor.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

IN WITNESS WHEREOF, executed by the Assignor's undersigned representative on the date following the undersigned's name.

EPSON RESEARCH AND DEVELOPMENT, INC.

By:   
Eishi Momosaki  
President  
Title 7-21-1998  
Date

05-01-1998

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<b>3. Nature of Conveyance:</b>  <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other  Execution Date: March 27, 1998 and March 27, 1998; respectively.	Additional name(s) and addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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<b>9. Statement and signature.</b> To the best of my knowledge and belief, the foregoing information is true and correct and any copy is a true copy of the original document. <i>Michael T. Gabrik</i> <i>Michael T. Gabrik</i> Date: March 30, 1998 Registration No. 22,896	
Total number of pages including cover sheet, attachments and document:      2	

 10523 U.S. PTO  
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## ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, I/WE, the undersigned,

Vasudev Bhaskaran and Viresh Ratnakar

who have created a certain invention for which an application for United States Letters Patent was executed by us on March 27, 1998 and March 27, 1998, respectively, and entitled:

## FRAGILE WATERMARKS FOR DETECTING TAMPERING IN IMAGES

Do hereby sell, assign and transfer to EPSON RESEARCH AND DEVELOPMENT, INC., a corporation of California, having a place of business at 225 Baypointe Parkway, San Jose, California, 95134, its successors, assigns, and legal representatives, the full and exclusive right to said invention and said application and to any and all inventions described in said application for the United States, its territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States, its territorial possessions and all foreign countries; and in and to any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights together with all priority rights, under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions, agreements, acts, and treaties;

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Covenant with said Assignee, its successors, assigns, or legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

IN TESTIMONY WHEREOF I/WE have hereunto set MY/OUR signature on the date indicated below.

Date: 3/27/98  
Month/Day/Year  
Date: 3/27/98  
Month/Day/Year

B. Vasudev  
Vasudev Bhaskaran  
Viresh Ratnakar  
Viresh Ratnakar



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RECORDATION DATE: 12/19/2000

REEL/FRAME: 011355/0156  
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

NAKAJIMA, YASUMASA

DOC DATE: 10/02/2000

ASSIGNOR:

MOGAMI, KAZUTO

DOC DATE: 10/02/2000

ASSIGNEE:

SEIKO EPSON CORPORATION  
4-1, NISHI-SHINJUKU 2-CHOME,  
SHINJUKU-KU  
TOKYO, JAPAN

SERIAL NUMBER: 09656215  
PATENT NUMBER:

FILING DATE: 09/06/2000  
ISSUE DATE:

JEEVON JONES, EXAMINER  
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12-26-2000



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101560604

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1. Name of conveying party(ies):

Yasumasa NAKAJIMA, and Kazuto MOGAMI

2. Name and address of receiving party(ies)?

SEIKO EPSON CORPORATION  
4-1, Nishi-shinjuku 2-chome, Shinjuku-ku, Tokyo Japan

Additional name(s) of conveying party(ies) attached?

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☒ no

3. Nature of Conveyance:

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☐ Merger

☐ Security Agreement

☐ Change of Names

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☒ no

Execution Date: October 2, 2000

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)  
09/656,215

B. Patent No.(s)

Additional numbers attached?

☐ Yes

☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

SUGHRUE, MION, ZINN, MACPEAK & SEAS, PLLC  
2100 Pennsylvania Avenue, N.W.  
Suite 800  
Washington, D.C. 20037-3213

6. Total number of applications and registration involved:

1

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*Darryl Mexic*

*Reg. No. 38,551*

December 19, 2000

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## 譲渡証 (Translation/日本語訳)

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中島 靖雅、最上 和人 は、

ある発明を創出し、これについて合衆国特許出願は

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☐ \_\_\_\_\_に私/私達により（それぞれ）署名され、  
☒ 2000 年 9 月 6 日に出願され、出願番号09/656,215が交付され、  
☐ PCT 国際出願 \_\_\_\_\_として\_\_\_\_\_に出願され、

その発明は

デジタルカメラおよび画像改竄検出システム

という名称である。そして、ここにその受領を認める対価で：私/私達は、当該発明/出願について、合衆国とその属領及び全ての外国に於ける全面的かつ独占的な権利；合衆国とその属領及び全ての外国に於いて発行される特許証に関わる全ての権利、所有権、利益；一部継続出願、継続出願、分割出願、差替え出願、再発行出願、特許期間延長等、合衆国とその属領及び全ての外国に於いて既に出願されたか若しくは今後出願される特許に関わる全ての権利；そして、国際条約、同盟、契約、法令、協定（将来制定されるものを含む）に基づく全ての優先権を伴う一切の権利；を、日本国東京都新宿区西新宿2丁目4番1号に住所を有するセイコーエプソン株式会社、その後継者、譲受人及び法定代理人に対して、売却、譲渡、移転するものとする。

さらに、私/私達は、セイコーエプソン株式会社（以下譲受人と言う）が単数ないしは複数の当該発明（以下当該発明という）に関わる特許権を、自己の名により、合衆国とその属領及び全ての外国に於いて出願し、特許を受けること；またこの譲渡証の意図と目的を誠実に実行することを求められた場合、下記に署名した私/私達が、当該譲受人、その後継者、その被譲渡者、及び法定代理人の費用負担にて、一部継続出願、継続出願、分割出願、差替え出願、再発行出願、特許期間延長等を行い、合法的宣誓書、譲渡証、委任状等の書類を作成し、あらゆる法的または準法的訴訟手続に於いて証言を行うこと；当該発明とその経緯に関連して、下記に署名した私/私達が知り得た全ての事実を、当該譲受人、後継者、被譲渡者、及び法定代理人に連絡すること；そして当該譲受人、後継者、被譲渡者、及び法定代理人が、当該発明の特許権の適切な保護、維持、権利行使するために望ましいと考慮すること、また、当該発明に関わる特許出願に際し、当該譲受人、後継者、被譲渡者、及び法定代理人に対して法的権限を付与することが望ましいと考慮することについて、可能な限り行うことを承諾する。

## Assignment

For good and valuable consideration, the receipt of which is hereby acknowledged, I/WE, the undersigned,

Yasumasa NAKAJIMA, Kazuto MOGAMI,

who have created a certain invention for which an application for United States Letters Patent

- ☒ executed by ME/US on even date herewith,  
☐ executed by ME/US on \_\_\_\_\_, (respectively),  
☒ filed on September 6, 2000 and assigned Serial No. 09/656,215,  
☐ filed as International Application No. \_\_\_\_\_ filed on \_\_\_\_\_

and entitled:

DIGITAL CAMERA, AND SYSTEM FOR DETECTING FALSIFICATION OF AN IMAGE

Do hereby sell, assign and transfer to Seiko Epson Corporation, a corporation of Japan, having a place of business at 4-1, Nishi-shinjuku 2-chome, Shinjuku-ku, Tokyo, Japan, its successors, assigns, and legal representatives, the full and exclusive right to said invention and said application and to any and all inventions described in said application for the United States, its territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States, its territorial possessions and all foreign countries; and in and to any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions, agreements, acts, and treaties;

Agree that Seiko Epson Corporation, hereinafter referred to as Assignee, may apply for and receive Letters Patent for said invention and said inventions, hereinafter referred to as said invention, in its own name, in the United States, its territorial possessions, and all foreign countries; and that, when requested to carry out in good faith the intent and purpose of this assignment, at the expense of said Assignee, its successors, assigns and legal representatives, the undersigned will execute all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings; communicate to said Assignee, its successors, assigns or legal representatives all facts known to the undersigned relating to said invention and the history thereof; and generally do everything possible which said Assignee, its successors, assigns, or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said invention and for vesting title to said invention and all applications for patents on said invention in said Assignee, its successors, assigns, or legal representatives; and

そして、私／私達は、この書面により譲渡された権利や財産に影響する、如何なる譲渡、授權、抵当権、ライセンス等その他の協定も他の第三者との間で行っていないこと；下記に署名した私／私達によって、この書面に記載されている権利が所有されていることを、当該譲受人、後継者、被譲渡者、及び法定代理人に対して誓約するものである。

さらに、下記に署名した私／私達はこの譲渡書は英語の部分の表現によってのみ解釈されることに同意する。

上記を証明するため、私／私達は下記日付で署名する。

Covenant with said Assignee, its successors, assigns, or legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

I/WE, the undersigned do further agree that this Assignment is to be construed solely according to the terms of the English language portions thereof.

IN TESTIMONY WHEREOF I/WE have hereunto set MY/OUR signature seal on the date indicated below.

唯一または第一発明者名 中島 靖雅		Full name of sole or first inventor Yasumasa NAKAJIMA	
発明者の署名 中島 靖雅	日付 2000年10月2日	Inventor's signature Yasumasa Nakajima	Date Oct/2/2000
第二共同発明者 (いる場合) 最上 和人		Full name of second joint inventor, if any Kazuto MOGAMI	
第二共同発明者の署名 最上 和人	日付 2000年10月2日	Second Inventor's signature Kazuto Mogami	Date Oct/2/2000
第三共同発明者 (いる場合)		Full name of third joint inventor, if any	
第三共同発明者の署名	日付	Third Inventor's signature	Date
第四共同発明者 (いる場合)		Full name of fourth joint inventor, if any	
第四共同発明者の署名	日付	Fourth Inventor's signature	Date
第五共同発明者 (いる場合)		Full name of fifth joint inventor, if any	
第五共同発明者の署名	日付	Fifth Inventor's signature	Date
第六共同発明者 (いる場合)		Full name of sixth joint inventor, if any	
第六共同発明者の署名	日付	Sixth Inventor's signature	Date
第七共同発明者 (いる場合)		Full name of seventh joint inventor, if any	
第七共同発明者の署名	日付	Seventh Inventor's signature	Date
第八共同発明者 (いる場合)		Full name of eighth joint inventor, if any	
第八共同発明者の署名	日付	Eighth Inventor's signature	Date